

FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF PROPERTY

WHEREAS, Boeing Realty Corporation, a California corporation, as seller ("Seller"), and Robert Hsu, as buyer ("Buyer"), entered into that certain Agreement for Purchase of Real Property and Escrow Instructions dated as of July 28, 2000 (the "Agreement");

WHEREAS, Buyer has requested that Seller modify the Agreement, as more particularly hereafter set forth; and

WHEREAS, Seller is willing to modify the Agreement, but only on the terms and conditions hereafter set forth;

NOW, THEREFORE, the parties agree as follows:

1. Capitalized terms used herein and not otherwise defined herein shall have the meaning(s) ascribed to same under the Agreement.
2. Buyer and Seller acknowledge and agree that:
 - (a) Despite Seller's reasonable efforts to cause the Final Map to be recorded, Seller has experienced significant delays in accomplishing such recordation (including without limitation by reason of the Seller's inability to cause the Railroad Crossings to be constructed). As a result, Seller's ability to close Escrow under the Agreement has been substantially delayed, and there can be no assurance as to when (if ever) the Railroad Crossings will be constructed and the Final Map recorded (although Seller shall continue to use reasonable efforts to pursue processing, completion and recordation of the Final Map, including without limitation construction of the Railroad

Crossings). Notwithstanding any contrary provision of the Agreement (including without limitation subparagraph 1.4 and 1.5), Buyer shall not be hereafter obligated under the Agreement to develop or process any plans, specifications or drawings concerning Buyer's Improvements (or expend any funds in so doing) until after Seller has hereafter delivered to Buyer written notice ("Closing Notice") of Seller's projected Closing Date (which projected Closing Date must be at least ninety (90) days after the date of delivery of the Closing Notice to Buyer). Seller shall reasonably estimate the projected Closing Date in the Closing Notice, but Seller shall have absolutely no liability to Buyer in the event that the actual Closing Date (if any) varies from the projected Closing Date set forth in the Closing Notice.

(b) The Feasibility Period and the Feasibility Deadline as defined in Agreement paragraph 4.3 are hereby extended until 5:00 p.m. (PST) on October 30, 2000.

(c) Agreement paragraph 6.1.1 is hereby amended to replace the date "October 31, 2000" with the date "March 31, 2001" and to delete the parenthetical phrase which immediately follows said former date.

(d) The penultimate sentence of Agreement paragraph 1.2 is hereby deleted in its entirety and replace with the following:

If Seller is unable despite reasonable efforts to complete and record the Final Map on or before March 31, 2001 (including without limitation by Seller causing to be completed those certain two off-site railroad crossings which are Map Conditions ("**Railroad Crossings**"), or by causing such Map Conditions to be otherwise satisfied or waived), then Buyer and Seller each shall have the right to terminate this

Agreement by written notice to the other party, in which event the Deposit shall be returned to Buyer (less one-half of Title and Escrow Company cancellation charges), and Buyer shall have no further rights or obligations under this Agreement or right, title, claim or interest in or to the Property."

(e) Buyer acknowledges and agrees that Seller shall continue to have the right to terminate the Agreement in accordance with the provisions of Agreement paragraphs 1.2 or 6.1.1 (among other termination rights expressly set forth in the Agreement), each as modified hereby, with no liability whatsoever to Buyer (so long as Seller has used reasonable efforts to satisfy conditions precedent to Closing for the benefit of Buyer under the Agreement, as modified hereby).

(f) Section 1.5 is hereby amended to delete the third sentence therein and replace the same with the following:

"Buyer shall submit to Seller, Buyer's conceptual drawings for site planning and landscaping on or before forty five (45) days after Seller delivers to Buyer the Closing Notice, and Buyer shall deliver to Seller all other detailed plans, specifications and drawings described in this paragraph 1.5 on or before ninety (90) days after Seller delivers to Buyer the Closing Notice."

(g) Nothing contained herein shall prevent Buyer from expending funds or processing plans, specifications or drawings for Buyer's Improvements prior to the time limitations set forth in this Section 2, but any such expenditures shall be at Buyer's sole option and risk.

(h) Buyer and Seller acknowledge and agree that the Closing Date under the Agreement shall occur (if at all) on the fifteenth (15th) of a calendar month (or if such day is not a business day, then on the immediately following business day), and that Seller shall deliver to Buyer (in addition to the Closing Notice) on or before the eighth (8th) day of the calendar month in which the Closing Date (if any) shall occur written notice of the actual Closing Date (if any) under the Agreement, in order to permit Buyer to liquidate a certain certificate of deposit, the proceeds of which Buyer shall use to pay the Purchase Price payable to Seller at Closing.

(i) Buyer acknowledges and agrees that Seller has fully performed its obligations and satisfied the conditions under said Sections 4.5 and 4.6, through and including the date of execution and delivery of this Amendment.

3. Buyer and Seller acknowledge and agree that time is of the essence under the Agreement, and especially as regards the Closing Date. Buyer acknowledges and agrees that Seller shall be under absolutely no obligation to enter into any further extension(s) or modification(s) of the Agreement.

4. Except as expressly modified hereby, each, every and all terms and conditions of the Agreement shall continue in full force and effect. In the event of any

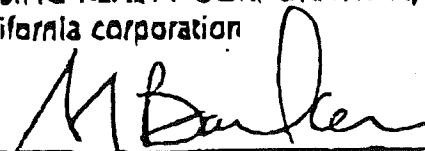
express conflict between the terms of the Agreement and the terms hereof, the terms hereof shall prevail).

Dated as of 2-28, 2008 1

SELLER:

BOEING REALTY CORPORATION, a
California corporation

By

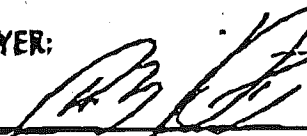


STEPHEN J. BARKER

Its

DIRECTOR-BUSINESS OPERATIONS

BUYER:



ROBERT HSU